

## REAL ESTATE EXCHANGE/EASEMENT AGREEMENT

**THIS REAL ESTATE EXCHANGE/EASEMENT AGREEMENT (“Agreement”)** is made by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”), at 160 Lake Ave., Palm Coast, Florida 32164, and **Palm Coast Land, LLC**, a Florida limited liability company (“**PC Land**”), located at 145 City Place, Suite 300, Palm Coast, Florida 32164, (together “**Parties**” or individually “**Party**”).

### RECITALS

**WHEREAS**, the City is in the process of completing a Public Works Facilities Master Plan to analyze the current and future needs for the City of Palm Coast Public Works Department;

**WHEREAS**, the City owns an undeveloped parcel of approximately 5.5 acres adjacent to the existing Public Works Facility but separated from the existing Public Works Facility by an access road;

**WHEREAS**, PC Land currently owns a parcel which includes approximately 6 acres of undeveloped land which is contiguous with the southern boundary of the existing Public Works Facility;

**WHEREAS**, the Parties acknowledge that it is beneficial to exchange these properties of approximately equal acreage to better plan for the development of such lands;

**WHEREAS**, the Parties acknowledge that time is of the essence in consummating this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree:

- 1. Recitals.** The Parties agree that the recitals are true and correct, and are made and incorporated by this reference.
- 2. Definitions.**
  - A. “City Exchange Property” means an approximately 5.5 acre parcel north of the existing Public Works Facility. A graphic depiction of the property is shown as Parcel 1 in **Exhibit “1”**.
  - B. “PC Land Exchange Property” means an approximately 6 acre parcel which is adjacent to the southern boundary of the existing Public Works Facility. A graphic depiction of the property is shown as Parcel 2 in **Exhibit “2”**.
  - C. “Exchange Property” means both the City of Palm Coast Exchange Property and the PC Land Exchange Property.
  - D. “Public Works Facility” means an approximately 10 acre parcel currently used as the main operations center by the City of Palm Coast Public Works Department. A graphic depiction of the Public Works Facility parcel is provided in **Exhibit “3”** and labeled “Public Works Facility.”
- 3. Property Interests to be Conveyed/Granted by PC Land (PC Land Exchange Property).**

PC Land shall convey, by Special Warranty Deed, the PC Land Exchange Property to the City, free and clear of any and all liens and encumbrances, subject only to taxes for the year of closing,

and matters disclosed in the title evidence accepted by City. City will incorporate the parcel into the existing Public Works Facility. This deed is attached as **Exhibit “4.”**

4. **Property Interests to be Conveyed/Granted by City (City Exchange Property).** City shall convey City Exchange Property to PC Land by Special Warranty Deed. Such conveyance will be free and clear of any and all liens and encumbrances, subject only to taxes for the year of closing, and matters disclosed in the title evidence accepted by PC Land. The deed is attached as **Exhibit “5”**.
5. **Value of Exchange.** PC Land and City agree that the conveyances listed in Section 3 above from PC Land to City, and the conveyances listed in Section 4 above from City to PC Land, are of equal value.
6. **Conditions to Closing.** The obligation of each Party to consummate the Closing contemplated is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part in writing by the Party benefited by the condition). If any of the following conditions are not satisfied, the Party benefited by such unsatisfied condition may terminate this Agreement by giving the other Party written notice:
  - A. **Correctness of Representations and Warranties.** The representations and warranties of the Parties are true on and as of Closing with the same force and effect as if such representations and warranties had been first made on and as of Closing.
  - B. **Compliance by Parties.** The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by it prior to or as of Closing.
  - C. The complete execution of this Agreement and the approval of this Agreement by the City Council of the City of Palm Coast at a public meeting, pursuant to § 166.045, Fla. Stat.
7. **Warranties and Representations.** PC Land makes the following warranties, representations and covenants to City with respect to the conveyance of property interest noted in Section 3 above, and City makes the following warranties, representations and covenants to PC Land with respect to the conveyance of property interest noted in Section 4 above and in such capacity each is a “Representing Party,” and which warranties, representations and covenants shall survive Closing.
  - A. **Marketable Title.** The Parties have good and insurable title to the Exchange Property free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights-of-way, easements, reservations, judgments, lis pendens and other matters affecting title, provided that PC Land will reserve a 50’ access easement along the southern boundary of the PC Land Exchange Property as depicted on Exhibit “6” and labeled “PC Land Easement” to provide ingress-egress to Palm Coast Park Tract 1. PC Land will be solely responsible to maintain the PC Land Easement.
  - B. **No Condemnation Pending or Threatening.** There is no pending or threatened condemnation or similar proceeding affecting any portion of the Exchange Property.
  - C. **Authority.** Each Party is duly organized, validly existing and in good standing under the laws of the State of Florida and of the United States. The individuals executing this Agreement have full and lawful authority to bind and obligate their corporation to perform its obligations under this Agreement.

- D. **Foreign Person or Entity.** Neither Party is a “foreign person” or “disregarded entity” as contemplated by Section 1445 of the Code. Neither Party nor any of its affiliates is a person or entity with whom U.S. persons or entities are restricted or prohibited from doing business under any laws, orders, statutes, regulations or other governmental action relating to terrorism or money laundering (including Executive Order No. 13224 effective September 24, 2001, and regulations of the Office of Foreign Asset Control of the Department of the Treasury) (“Blocked Persons”), and, to the best of each Party’s knowledge, neither it nor any of its affiliates engage in any dealings or transactions with any Blocked Person or is otherwise associated with a Blocked Person.
- E. **Insolvency.** There has not been filed by or against either Party (including any members of PC Land) a petition in bankruptcy or any other insolvency proceeding, or for the reorganization or appointment of a receiver or trustee, nor has either Party made an assignment for the benefit of creditors, nor filed a petition for arrangement, nor entered into an arrangement with creditors, nor admitted in writing its inability to pay debts as they become due.
- F. **Covenants Pending Closing.** Following the execution of this Agreement and prior to Closing:
- a. **No Transfers.** Neither Party shall knowingly transfer, sell, assign or otherwise dispose of or pledge, mortgage, hypothecate or otherwise encumber, or lease or sublease all or any portion of their respective Exchange Property, or any interest during the pendency of this Agreement.
  - b. **Insurance.** Each Party shall maintain hazard and liability insurance in amounts not less than the amount currently carried regarding their respective Exchange Property and all such policies shall be kept in full force and effect until Closing.

## 8. Access, Investigations and Inspections.

- A. PC Land and PC Land’s authorized representatives are granted the free right and privilege, at PC Land’s sole expense, to enter upon the City Exchange Property at reasonable times during the Inspection Period to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as PC Land may desire. PC Land indemnifies City against all liability, damage, claim, cost and expense resulting therefrom, or suffered or incurred by City because of any exercise of such right of entry by PC Land and PC Land’s agents or consultants on PC Land’s behalf, including, without limitation, any damage to property, injury to or death of persons and any mechanic’s or professional liens arising therefrom, except that PC Land shall have no responsibility to City, and PC Land and PC Land’s agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to City and not previously disclosed to PC Land. City shall promptly deliver to PC Land any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) City has within City’s knowledge or control or of which City is aware regarding the condition of the City Exchange Property and/or any structures or utilities that may be present on the City Exchange Property. PC Land will not allow agents to place a lien on City Exchange Property.

- B. City and City's respective authorized representatives are granted the free right and privilege, at such City's sole expense, to enter upon the PC Land Exchange Property at reasonable times during the Inspection Period after reasonable prior notice to PC Land to make such surveys and conduct such soils tests, hydrology tests, percolation tests, environmental tests and other engineering and environmental tests or investigations as City may desire. Up to the monetary limits of Fla. Stat. 768.28, City indemnifies PC Land against all liability, damage, claim, cost and expense resulting from exercising City's right, or suffered or incurred by PC Land because of any exercise of such right of entry by City and City's agents or consultants on City's behalf, including without limitation, any damage to property, injury to or death of persons, and any mechanic's or professional liens arising therefrom, not to include incidental or consequential damages, such as lost profits. City and City's agents, employees, representatives, contractors, successors and assigns are released from liability, for any damages arising out of existing environmental conditions or subterranean structures or utilities that were known to PC Land and not previously disclosed to City. PC Land shall promptly deliver to City any information (any surveys, plans, reports, test results, permits, tank registrations, listings of agricultural chemicals used or title insurance policies) PC Land has within PC Land's knowledge or control or of which PC Land is aware regarding the condition of the PC Land Exchange Property and/or any structures or utilities that may be present on the PC Land Exchange Property. Nothing in this paragraph constitutes a waiver of the City's sovereign immunity.
- C. **Inspection Period.** The Parties shall have until the date of Closing (herein the "Inspection Period") in which to conduct an investigation of the Exchange Property, including, by way of illustration and not in limitation and subject to Sections 8 A and B above: inspections as to the physical condition of the Exchange Property, investigation of the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Exchange Property which the parties may deem necessary or relevant to the Exchange Property. Should either party for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then either party may, prior to the expiration of the Inspection Period, terminate this Agreement by written notice thereof.

## 9. Provisions Regarding Closing.

- A. **Closing Date.** The transaction contemplated by this Agreement shall be closed (the "**Closing**"), and the exclusive possession of the respective properties, free of all occupants, shall be delivered to PC Land and City at Closing. The Closing shall be on or before August 31, 2017.
- B. **Evidence of Title as to Property to be Conveyed to PC Land by City.** PC Land, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to PC Land (the "Title Insurance Company") in the amount equal to the appraisal of the City Exchange Property, naming PC Land as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the City Exchange Property to be vested in City; liens, encumbrances, exceptions and qualifications which will not interfere with or impair the City Exchange Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by City at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, PC Land shall, within ten (10) days from the date it receives the Title Commitment, notify City in writing to that effect specifying the

defects. City shall have twenty (20) days from the receipt of PC Land's notice specifying the title defects to cure the defects, and if after said period City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to PC Land's satisfaction, PC Land shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement, after which PC Land and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

**C. Evidence of Title as to Property to be Conveyed to City by PC Land.** City, at its option and expense and within thirty (30) days from the Effective Date, may obtain a title insurance commitment (the "Title Commitment") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to City (the "Title Insurance Company") in the amount equal to the appraisal of the PC Land Exchange Property, naming City as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the PC Land Exchange Property to be vested in PC Land; liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Agreement; and those exceptions which are capable of and are actually to be discharged by PC Land at or before Closing (all other exceptions to title being deemed title defects for purposes of this Agreement). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, City shall, within ten (10) days from the date it receives the Title Commitment, notify PC Land in writing to that effect specifying the defects. PC Land shall have twenty (20) days from the receipt of City's notice specifying the title defects to cure the defects, and if after said period PC Land shall not have cured the defects, or if PC Land shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to City's satisfaction, City shall have the option of (i) accepting the title "as is" or (ii) terminating the Agreement, after which PC Land and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

**D. Survey of Property to be Conveyed to PC Land by City.** PC Land may, at its option and expense, obtain a survey of the City Exchange Property (the "City Exchange Property Survey") prepared by a licensed Florida land surveyor within the last thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the City Exchange Property Survey shows any encroachments onto the City Exchange Property or improvements located outside its boundaries, or encroachments by improvements principally located on the City Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the City Exchange Property, or if it is apparent that the City Exchange Property violates existing title covenants or applicable zoning laws or ordinances, PC Land shall notify City in writing to that effect, specifying the defects. City shall have until thirty (30) days from receipt of PC Land's notice specifying the City Exchange Property Survey defects in which to cure such defects. If after said period, City shall not have cured the defects, or if City shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, PC Land shall have the option of (i) accepting the condition of the City Exchange Property as disclosed in the City Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, after which PC Land and City shall each be released from all further obligations to each other respecting matters arising from this Agreement.

**E. Survey of Property to be Conveyed to City by PC Land.** City may, at its option and expense, obtain a survey of the PC Land Exchange Property (the "PC Land Exchange Property Survey")

prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the PC Land Exchange Survey shows any encroachments onto the PC Land Exchange Property or improvements located outside its boundaries, or encroachments by improvements principally located on the PC Land Exchange Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the PC Land Exchange Property, or if it is apparent that the PC Land Exchange Property violates existing title covenants /or applicable zoning laws or ordinances, City shall notify PC Land in writing to that effect, specifying the defects. PC Land shall have until thirty (30) days from receipt of City's notice specifying the PC Land Exchange Survey defects in which to cure such defects. If after said period, PC Land shall not have cured the defects, or if PC Land shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, City shall have the option of (i) accepting the condition of the PC Land Exchange Property as disclosed in the PC Land Exchange Property Survey in an "as is" condition, or (ii) terminating the Agreement, after which PC Land and City shall each be released from all further obligations to each other respecting all matters arising from this Agreement.

**F. City's Closing Documents.** At Closing, City shall execute, acknowledge (where appropriate) and deliver to PC Land the following, each dated as of Closing:

1. A Special Warranty Deed conveying City Exchange Property. **Exhibit "5"**
2. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to City Exchange Property Land.
3. A transferor's certification statement that City is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
4. Any appropriate required federal income tax reporting form.
5. Evidence of City's authority to consummate the Exchange in a form reasonably acceptable to PC Land and the Title Company.
6. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Parties, the Title Company or Closing Agent.

**G. PC Land's Closing Documents.** At Closing, PC Land shall execute, acknowledge (where appropriate) and deliver to City the following, each dated as of Closing:

1. A Special Warranty Deed conveying the PC Land Exchange Property. **Exhibit "4"**
2. An owner's affidavit regarding liens, judgments, residence, tax liens, bankruptcies, and parties in possession, survey or materialmen's liens and other matters affecting title to PC Land Exchange Property.
3. Any appropriate required federal income tax reporting form.
4. Evidence of PC Land's authority to consummate the Exchange in a form reasonably acceptable to City of Palm Coast and the Title Company.
5. A transferor's certification statement that PC Land is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
6. Such other executed affidavits, documents, agreements or assignments as may reasonably be required by the Title Company.

**H.** The parties shall accept title subject to the matters contained in this Agreement, including the following:

1. Any taxes and assessments for the remainder of the year of closing and subsequent years;
2. Laws, ordinances, zoning restrictions, prohibitions and regulations of competent government authorities;
3. Covenants, declarations, easements and restrictions of record; and
4. Facts that would be disclosed by a personal inspection.

**I. Closing Costs.** PC Land shall pay documentary stamp taxes and recording fees for the PC Land Exchange Property and its attorneys' fees. City shall pay documentary stamp taxes and recording fees on City Exchange Property and its attorneys' fees. Any costs associated with corrective instruments related to the PC Land Exchange Property shall be paid for by PC Land. Any costs associated with corrective instruments related to City Exchange Property shall be paid for by City.

**J. Property and Transfer Taxes.** PC Land shall be responsible for real estate and personal property taxes owing for the PC Land Exchange Property for the tax years prior to the 2017 calendar year, if any, and for the portion of the 2017 calendar year during which PC Land owned the PC Land Exchange Property (*i.e.*, PC Land shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, 2017 and ending (but not including) on the date of Closing). City is exempt from payment of taxes by applicable law. The Closing Agent shall ensure compliance with Florida Statute 196.295 at Closing. City shall pay any real and personal property taxes billed with respect to the City Exchange Property after Closing. City shall be solely responsible for and hold PC Land harmless from any so-called "rollback" or similar taxes or assessments owing on the City Exchange Property resulting from the exchange thereof to City.

**K. Conditions to Closing.**

1. The obligations of City shall be subject to satisfaction of the following conditions precedent to Closing:
  - a. No representation or warranty of PC Land contained in this Agreement shall be inaccurate in any material respect; and
  - b. PC Land's delivery of PC Land's Closing documents.
2. If any conditions precedent shall remain unsatisfied as of Closing, then the obligations of City shall, at the sole election of City, cease upon delivery of written notice to PC Land of City's election to terminate this Agreement. If City elects to terminate this Agreement, the Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
3. The obligations of PC Land shall be subject to satisfaction of the following conditions precedent on and before Closing :
  - a. No representation or warranty of City contained in this Agreement shall be inaccurate in any material respect; and
  - b. City's delivery of City's Closing documents.

- c. PC Land shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit “7.”**
  4. If any conditions precedent shall remain unsatisfied as of Closing, then the obligations of PC Land shall, at the election of PC Land, cease upon delivery of written notice to City of PC Land's election to terminate. If PC Land elects to terminate this Agreement, the Parties shall be relieved of their respective obligations (except to the extent such obligations specifically survive such termination).
- 10. Provisions Regarding Default.** If either Party defaults in any of their respective obligations under this Agreement, the other Party, by notice to such defaulting Party specifying the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after giving such notice), may terminate this Agreement, and upon such date, and unless the default so specified shall have been cured, this Agreement shall terminate. Each Party also shall have the right to specifically enforce this Agreement, provided that any action is commenced within six (6) months after such right arises. In no event, however, shall either Party be liable to the other Party for any damages under this Agreement.
- 11. Assignment of Contract.** This Agreement may not be assigned by either Party without the other Party's prior consent, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to any entity that is an affiliate of or controlled by that Party without the other Party's prior consent.
- 12. No Broker/Hold Harmless.** Each Party represents that it has not had dealings with any real estate broker regarding the exchange contemplated by this Agreement. Each Party shall indemnify, defend and hold harmless the other Party from all damages, claims, losses or costs resulting from any claims related to this Agreement that may be asserted against the other Party by any broker with this Agreement.
- 13. Tax Reporting Numbers.** The Parties agree to provide their tax identification numbers to the Title Company prior to Closing.
- 14. Processing of Land Use and Development Approvals for Exchange Properties.**
- a. The conditions of the current development approvals for the Exchange Property (Comprehensive Plan Designation, Official Zoning Map, development orders and development permits), will continue to be in full force and effect until such time that such development approvals are amended or modified.
  - b. In partial consideration for PC Land entering into this Agreement, the City will initiate and process applications for a comprehensive plan amendment, rezoning, and amendment to the Development of Regional Impact Development Order (DRI\_DO) consistent with PC Land's proposed use for the City Exchange Property at no cost to PC Land; provided, however, PC Land will cooperate with the City by providing the City with all necessary and desirable data and analysis in connection with the comprehensive plan amendments, rezonings, and DRI-DO amendment.



- c. The parties acknowledge that the City cannot contract to approve specific comprehensive plan or zoning amendments. The City's only obligation with respect to comprehensive plan and rezoning amendments on the City Exchange Property is to initiate and process the applications expeditiously, consistent with PC Land's proposed uses for the City Exchange Property, consider all evidence presented in support of and in opposition to the amendments, and make decisions to approve or deny the amendments based upon the legal standards that govern actions by local governments when considering comprehensive plan and zoning amendments. PC Land will submit to the City such applications and such other documentation and support data and analysis, and comply with all procedures set forth in the City's Land Development Regulations as may be normally and customarily required by the City for platting parcels, site plan applications and applications for any and all other development approvals, orders and permits. PC Land acknowledges and agrees that the City will not be responsible for any fees, costs, expenses or other financial expenses resulting to PC Land if applications are denied in accordance with the provisions of the City's Land Development Regulations or state law.
- d. The City and PC Land will cooperate at all times in good faith in the implementation and exercise of PC Land's development rights and entitlements in the City Exchange Property and with regard to sound developmental practices and procedures. This good faith cooperation by the City and PC Land will extend to the acquisition by PC Land of all necessary local, state and federal permits, development orders, licenses, easements and other approvals or rights in connection with the development of the City Exchange Property in accordance with all applicable land use, zoning, land development, building and construction regulations; provided, however, the City will incur no costs relative to such matters and PC Land will bear any and all costs.

**15. Notices.** Each notice, request, demand, instruction or other document required or permitted to be given shall be in writing and shall be delivered personally (including messenger or courier service with evidence of receipt), sent by depositing it with the United States Postal Service certified or registered mail, return receipt requested, with adequate postage prepaid, or by depositing it with Federal Express or other overnight delivery service from which a receipt may be obtained, addressed to the Parties at their respective addresses set forth below and marked to the designated individual's attention. Each notice shall be effective upon being so deposited, but the time in which a response to any such notice must be given or any action taken with respect thereto shall run from receipt of the notice by the addressee, if delivered personally, two (2) business days after deposit in the mail, if mailed, or one (1) day after deposit with an overnight delivery service, if sent via overnight delivery. Rejection or other refusal by the addressee to accept or the inability of the United States Postal Service to deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. Either Party shall have the right from time to time to change the address to which notices to it shall be sent by giving notice to the other Party of the changed address at least ten (10) days prior to such change.

To City: City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164  
Tel. 386-986-3700

With a Copy To: William E. Reischmann, Esq.  
City Attorney  
Garganese, Weiss & D'Agresta, P.A.  
111 N. Orange Ave., Ste. 2000  
Orlando, FL 32801  
Tel: 407-425-9566

To: Douglas Property & Development, Inc.  
Attn: Jeff Douglas  
145 City Place, Suite 300  
Palm Coast, Florida 32164

- 16. Entire Agreement: Modification.** This Agreement with the attached Exhibits embodies and constitutes the entire understanding between the Parties regarding the transaction contemplated. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement except as noted. No representations, agreements, understandings, warranties or indemnities shall be in force or deemed to exist between the Parties unless noted. Neither this Agreement nor any provision may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent in such instrument.
- 17. Applicable Law.** This Agreement shall be governed by, and construed under the laws of the State of Florida.
- 18. Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 19. Binding Effect: Recording of Agreement.** This Agreement shall bind upon and shall inure to the benefit of the Parties and their successors and assigns, provided that no assignment shall be made except as noted under Section 11 above. This Agreement shall not be recorded.
- 20. Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting the same Agreement.
- 21. Interpretation.** Whenever the context shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.
- 22. Joint Drafting.** The Parties agree that each have played an equal part in the negotiations and drafting of this Agreement. If any ambiguities should exist in the construction or interpretation of this Agreement, the result shall be equally assumed and realized by each of the Parties to this Agreement.
- 23. Attorney Fees.** Should either Party employ an attorney or attorneys to enforce any of this Agreement, to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing shall may recover from the other Party all reasonable costs, charges and expenses, including attorney's fees in that connection, whether incurred before or at any rehearing or appeal.

- 24. Time.** The Parties acknowledge that time is of the essence for this transaction.
- 25. Survival.** This Agreement and the terms and conditions of those provisions which, by their nature, call for performance after the Closing, as well as all warranties, covenants, restoration obligations, representations or indemnities made herein shall survive Closing and delivery of the Deeds and shall not be merged. Any provisions that expressly provide for survival shall also survive Closing or the expiration or termination of this Agreement.
- 26. Effective Date.** The effective date (“Effective Date”) of this Agreement shall be the date on which the last Party executes this Agreement; provided, however, that if the second Party does not execute this Agreement and deliver a fully executed counterpart of the same to the first signing Party within ten (10) days of the first Party's execution date, then the offer or commitment to be bound by the first executing Party shall automatically be revoked and withdrawn, whereupon neither Party shall be bound.
- 27. Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue for the benefit of any other third Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under Agreement, other than the Parties and their respective representatives, successors and assigns.
- 28. “As Is Exchange”.** City and PC Land each acknowledge that each party will have adequate opportunity to inspect the land it is acquiring under this Agreement during the Inspection Period and accepts the risk that any inspection it performs may not disclose all material matters affecting such land. Neither Party makes any warranty or representation regarding their respective Exchange Property to be conveyed, including but not limited to: the condition of the surface or subsurface of their respective Exchange Property; zoning or other governmental conditions or restrictions applicable to their respective Exchange Property; utility availability or capacities; compliance with environmental laws or any other existing laws or governmental regulations; the condition of any buildings or improvements included within their respective Exchange Property; the presence or absence of any Hazardous Material (as defined below); merchantability or fitness of their respective Exchange Property or any part thereof for a particular purpose; or any other aspect of such Party's Exchange Property which may materially affect the value or the use thereof.

Each Party recognizes there are risks associated with exchanging real estate and agrees to make its own investigation concerning the Exchange Property it will acquire pursuant to this Agreement and shall rely on such findings without any representation or warranty from the conveying Party (except those set forth in Section 7) or any real estate broker or other agent representing or purporting to represent the conveying party.

“Hazardous Materials” shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law, and (ii) “Environmental Laws” shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

- 29. WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION

WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY ENTERING INTO THIS AGREEMENT.

- 30. Contracts.** Each Party represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to their respective Exchange Property. Neither Party, nor any person authorized to act on its behalf, is a Party to any written, oral or implied contract, agreement, lease or other commitment affecting or relating to their respective Exchange Property, including, without limitation, agreements for the purchase of goods or the rendering of services.
- 31. No Joint Venture.** Nothing in this Agreement, nor the acts of the Parties, will be construed to create a partnership or joint venture between Parties.
- 32. Binding Effect.** This Agreement and the rights, restrictions, duties, covenants, conditions and obligations created hereby shall create mutual benefits, obligations and servitudes that (i) remain in full force and effect, (ii) run with the title to the respective Exchange Properties and any portion thereof, and (iii) are and shall be binding upon and inure to the benefit of each Party, together with all tenants, mortgagees, customers and invitees of such Party, and their respective successors and assigns. This Agreement is not intended to, nor will it, prevent or impede the City from exercising its legislative authority as the same may affect the Exchange Property.

IN WITNESS WHEREOF, the parties have executed on the date or dates shown below.

*Signed, sealed and delivered  
in the presence of:*

PALM COAST LAND, LLC, a Florida  
limited liability company

\_\_\_\_\_

(print name)

\_\_\_\_\_

(print name)

By: Pat Cutshall  
William I. Livingston, Manager/President  
Pat Cutshall

Date: 5/3/17



Mary K Johnson  
May 3, 2017

*Signed, sealed and delivered  
in the presence of:*

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
Jim Landon, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Virginia A. Smith, City Clerk

Date: \_\_\_\_\_

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.  
Date; November 15, 1995.

Maintenance Yard for Palm Coast Community Service Corp., US Highway No. 1 site.

DESCRIPTION:

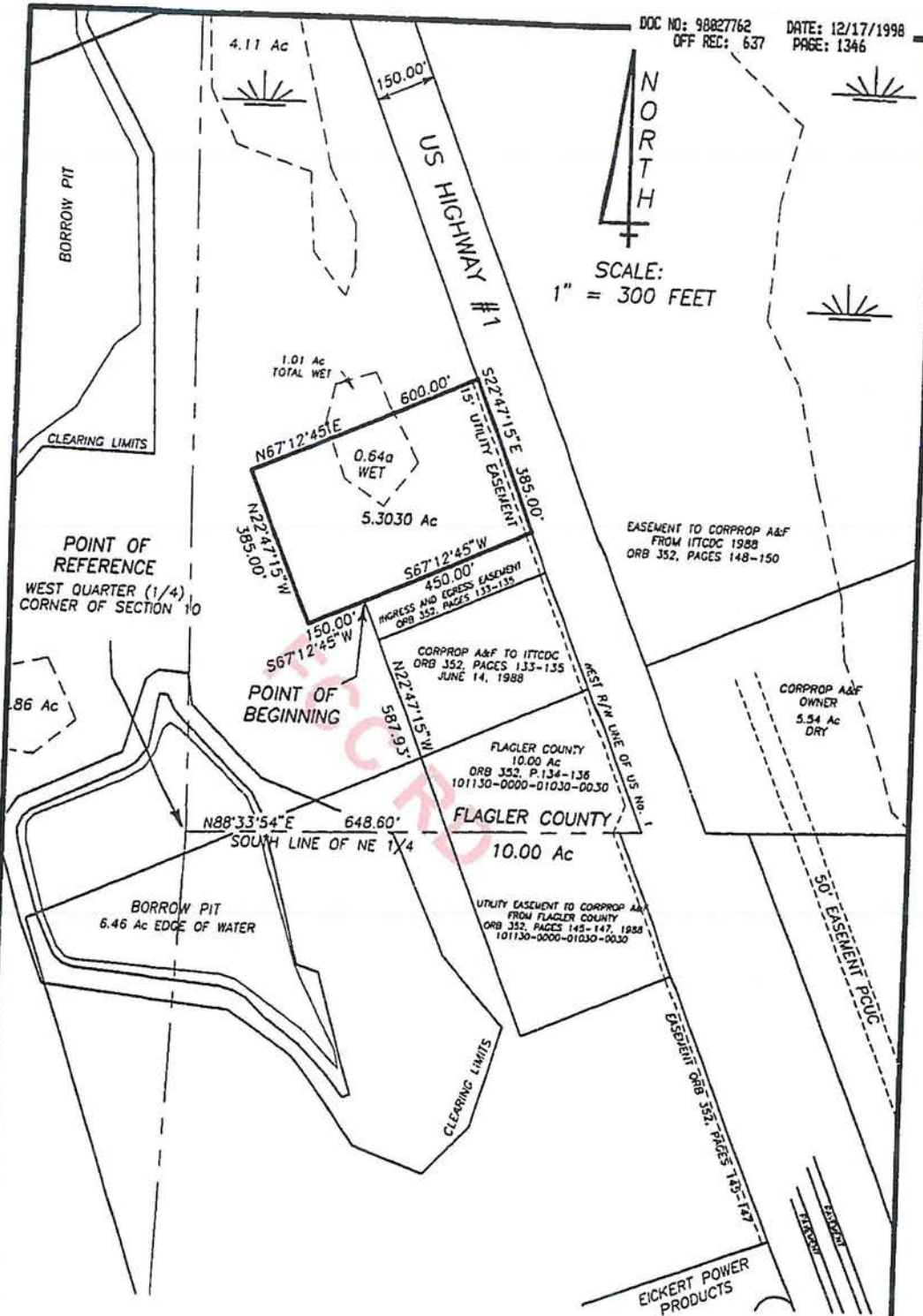
A parcel of land lying West of U.S. Highway No. 1 within Government Section 10, Township 11 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the West Quarter (1/4) Corner of Section 10, Township 11 South, Range 30 East, thence North  $88^{\circ}33'54''$  East along the South line of the Northwest Quarter (1/4) of said Section 10 a distance of 648.60 feet to a point on the West boundary line of the Flagler County Maintenance Yard lands recorded in Official Records Book 352, Pages 134 through 136, thence North  $22^{\circ}47'15''$  West along said maintenance yard lands a distance of 587.93 feet to the POINT OF BEGINNING of this description, thence South  $67^{\circ}12'45''$  West a distance of 150.00 feet, thence North  $22^{\circ}47'15''$  West a distance of 385.00 feet, thence North  $67^{\circ}12'45''$  East a distance of 600.00 feet to a point on the westerly right-of-way line of U.S. Highway No. 1 (150'R/W), thence South  $22^{\circ}47'15''$  East along said right-of-way a distance of 385.00 feet to a point being the northeast corner of an existing ingress and egress easement as recorded in Official Records Book 352, Pages 133 through 135, thence South  $67^{\circ}12'45''$  West along the northerly line of said easement a distance of 450.00 feet to the POINT OF BEGINNING. Parcel containing 5.3030 acres more or less.

Reserving an easement for utilities and the maintenance thereof being the easterly fifteen (15) feet of the afore described parcel.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of the Northwest Quarter (1/4) of Government Section 10, Township 11 South, Range 30 East, being North  $88^{\circ}33'54''$  East.



SCALE:  
1" = 300 FEET

POINT OF REFERENCE  
WEST QUARTER (1/4)  
CORNER OF SECTION 10

POINT OF BEGINNING

FLAGLER COUNTY  
10.00 Ac  
ORB 352, P.134-136  
101130-0000-01030-0030

**SKETCH OF LEGAL DESCRIPTION**  
PARCEL FOR PALM COAST COMMUNITY SERVICE CORP,  
LYING WITHIN GOVERNMENT SECTION 10,  
TOWNSHIP 11 SOUTH, RANGE 30 EAST,  
FLAGLER COUNTY, FLORIDA.



# SKETCH & DESCRIPTION

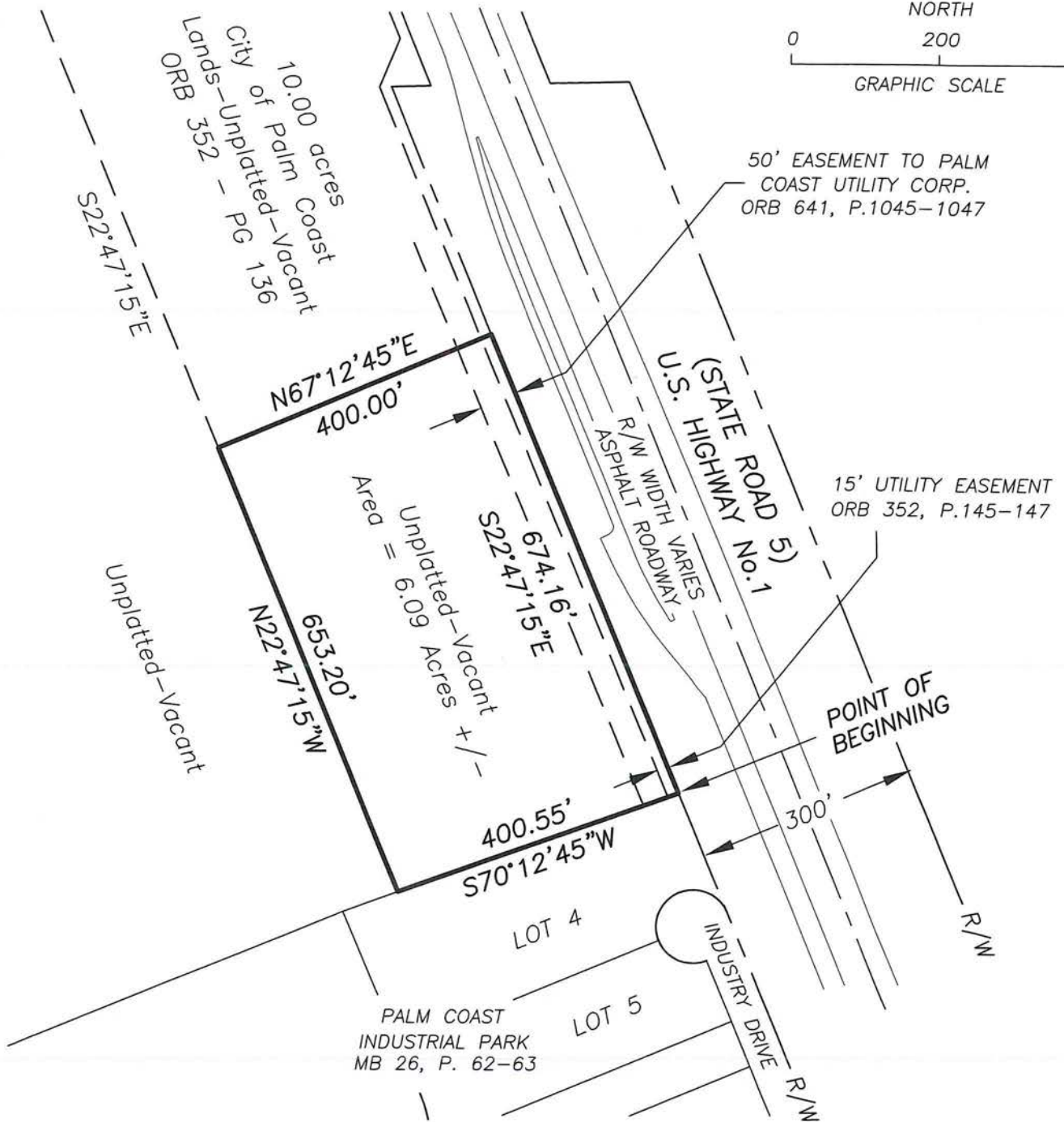
NOT A BOUNDARY SURVEY



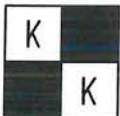
NORTH

0 200 400

GRAPHIC SCALE



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE & SEAL.



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051

info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'

# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK  $S70^{\circ}12'45''W$  FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE  $N22^{\circ}47'15''W$  FOR A DISTANCE OF 653.20 FEET TO THE SOUTHERLY LINE OF CITY OF PALM COAST LANDS PER OFFICIAL RECORDS BOOK 352, PAGE 136 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE  $N67^{\circ}12'45''E$  FOR A DISTANCE OF 400.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID RIGHT-OF-WAY LINE,  $S22^{\circ}47'15''E$  FOR A DISTANCE OF 674.16 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.09 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING  $S22^{\circ}47'15''E$ , AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

## LEGEND/ABBREVIATIONS

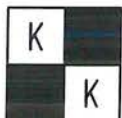
LB = LICENSED BUSINESS  
R/W = RIGHT OF WAY  
PG/P = PAGE  
ORB = OFFICIAL RECORDS BOOK  
P.I.D. = PROPERTY IDENTIFICATION  
(COUNTY FOLIO) NUMBER

**Kenneth J  
Kuhar**

Digitally signed by  
Kenneth J Kuhar

Date: 2017.03.17  
14:55:12 -04'00'

KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

**KUHAR SURVEYING & MAPPING, LLC**

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

NO SCALE

# POTENTIAL LAND SWAP PARCEL 1 FOR PARCEL 2

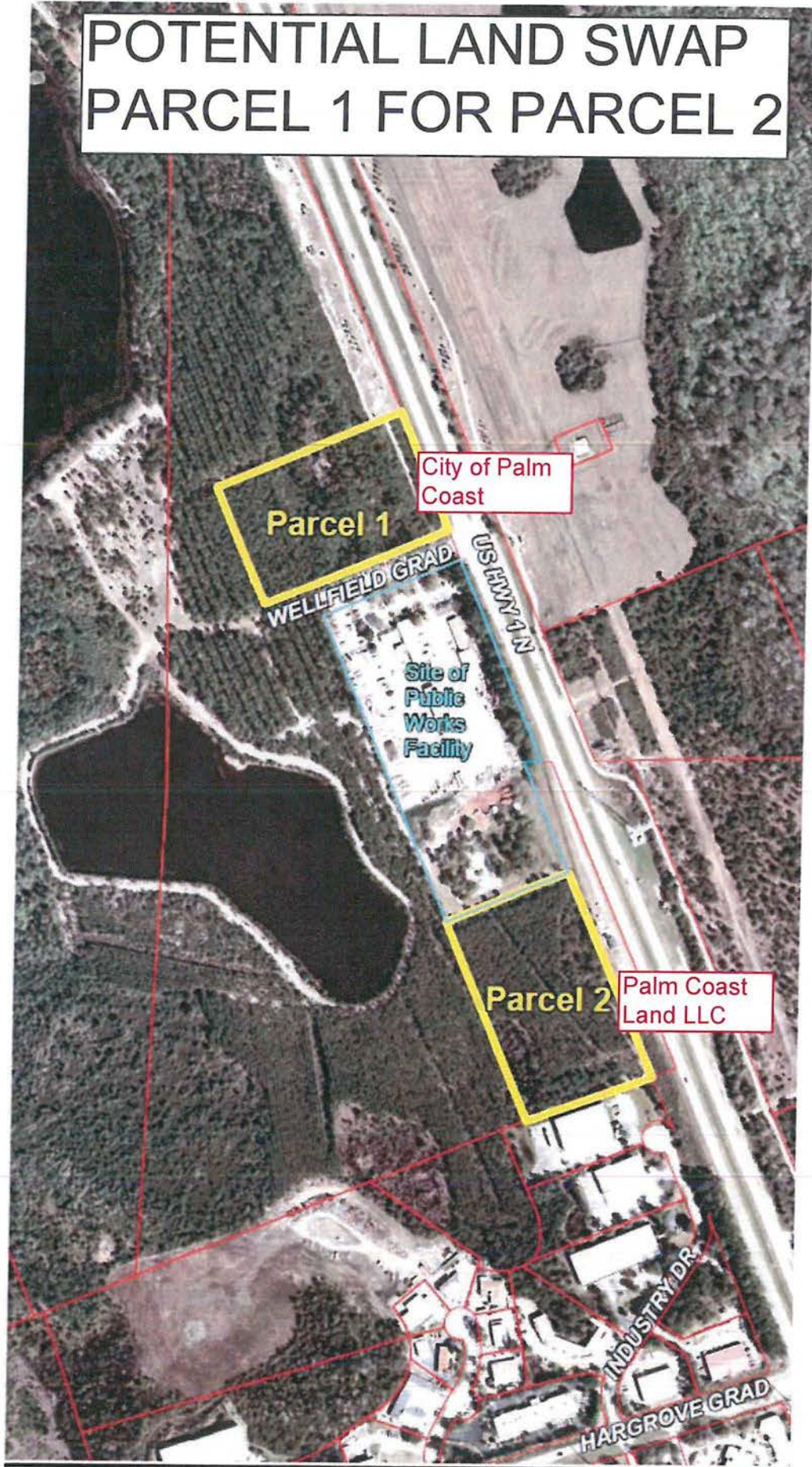


EXHIBIT "4"  
[PC Land Exchange Property]

Prepared by and return to:  
Catherine D. Reischmann, Esquire  
Brown, Garganese, Weiss & D'Agresta, P.A.  
Post Office Box 2873  
Orlando, Florida 32802-2873  
(407) 425-9566

Parcel ID: \_\_\_\_\_

**SPECIAL WARRANTY DEED (PC LAND EXCHANGE PROPERTY)**

**THIS SPECIAL WARRANTY DEED** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between **Palm Coast Land, LLC**, a Florida limited liability company ("**Grantor**"), at 145 City Place, Suite 300, Palm Coast, Florida 32164, and the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida ("**Grantee**"), at 160 Lake Ave. Palm Coast, Florida 32164. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

**WITNESSETH:** That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Flagler, State of Florida, and more particularly described as follows (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO**

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**SUBJECT TO** reservations, covenants, restrictions, easements of record, which reference hereto shall not operate to reimpose same, and taxes for the current year;

**AND** Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

**RESERVING, HOWEVER,** unto Grantor a non-exclusive 50' access easement over, on, under and across the southern boundary of the Real Property, as more particularly described in **Exhibit "B"** attached hereto, for the following purposes: (i) to provide ingress-egress to Grantor's adjacent property, including but not limited to, constructing and maintaining a road and sidewalk or bike trail; and (ii) construction, installation, maintenance, and repair of above or underground utility lines, including but not limited to, water, sewer and re-use water lines and electric and telephone lines, and also cable vision, fiber options and similar type installations that may not be legally defined as public utilities, along with all associated equipment and improvements.

**IN WITNESS WHEREOF, GRANTOR** has hereunder set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

PALM COAST LAND, LLC, a Florida limited  
liability company

By: \_\_\_\_\_

\_\_\_\_\_  
(signature)

Print name:  
Officer for PALM COAST LAND, LLC

\_\_\_\_\_  
(print name)

145 City Place, Suite 300  
Palm Coast, Florida 32164

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

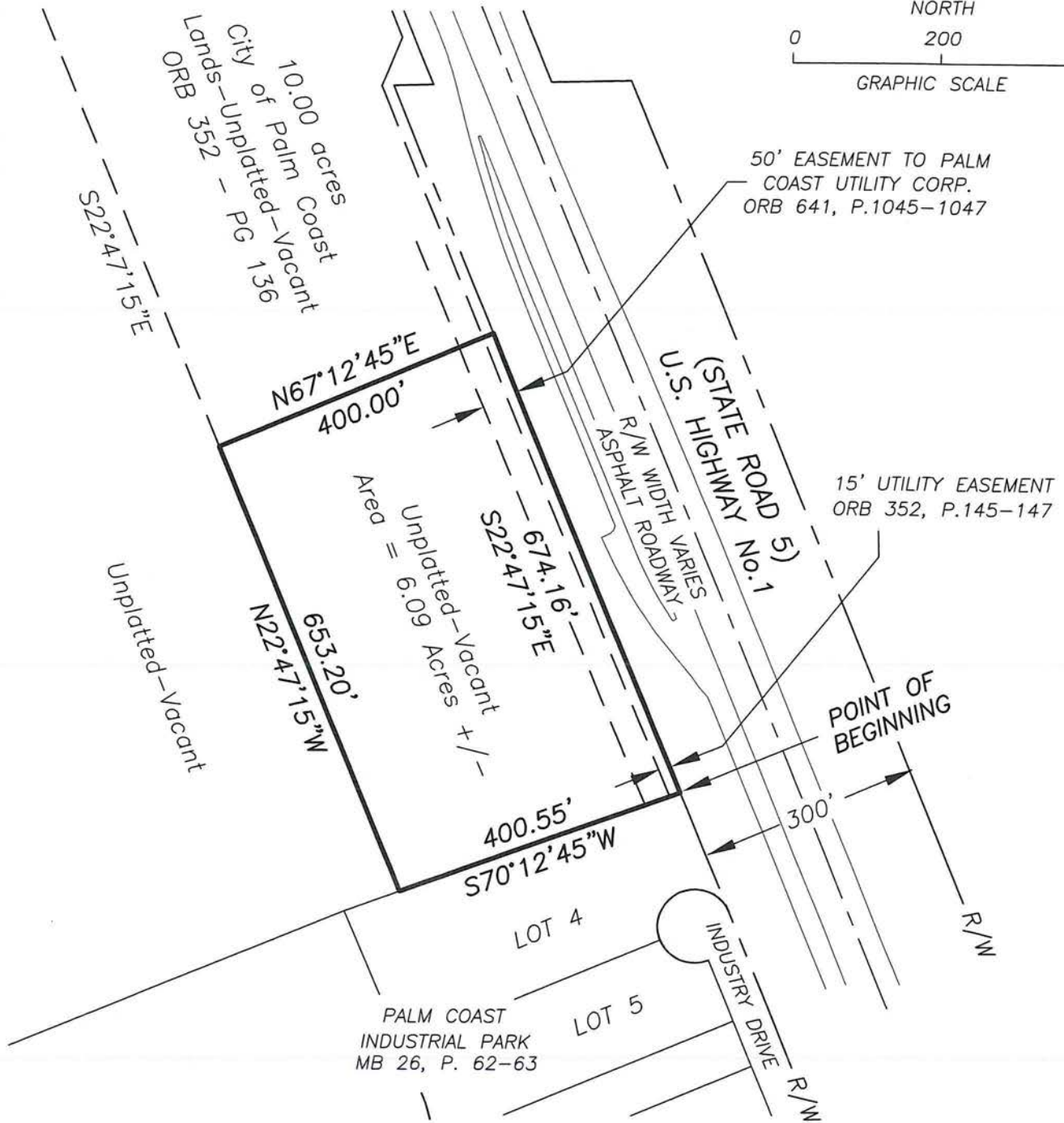
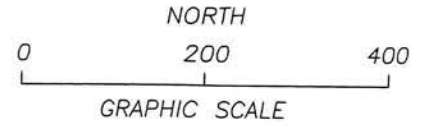
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Officer for Palm Coast Land, LLC, (check one)  who is/are personally known to me or  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires:

# SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE & SEAL.



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051

info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'

# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK  $S70^{\circ}12'45''W$  FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE  $N22^{\circ}47'15''W$  FOR A DISTANCE OF 653.20 FEET TO THE SOUTHERLY LINE OF CITY OF PALM COAST LANDS PER OFFICIAL RECORDS BOOK 352, PAGE 136 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE  $N67^{\circ}12'45''E$  FOR A DISTANCE OF 400.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID RIGHT-OF-WAY LINE,  $S22^{\circ}47'15''E$  FOR A DISTANCE OF 674.16 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.09 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING  $S22^{\circ}47'15''E$ , AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

## LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS  
R/W = RIGHT OF WAY  
PG/P = PAGE  
ORB = OFFICIAL RECORDS BOOK  
P.I.D. = PROPERTY IDENTIFICATION  
(COUNTY FOLIO) NUMBER

**Kenneth J  
Kuhar** Digitally signed by  
Kenneth J Kuhar  
Date: 2017.03.17  
14:55:12 -04'00'

KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

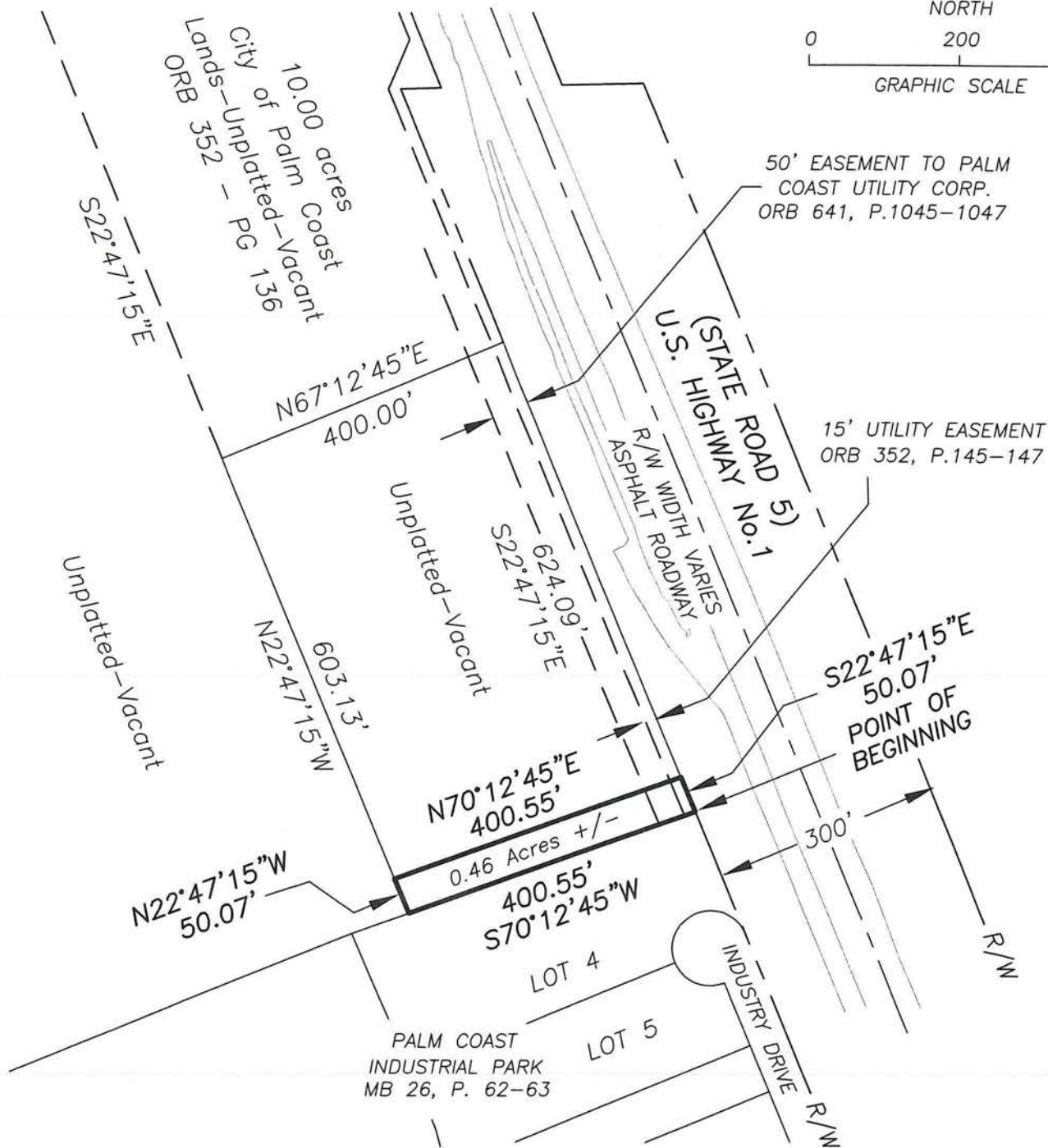
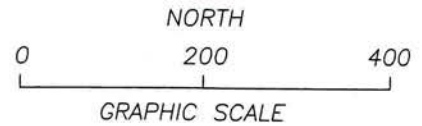
DATE: 3/1/2017

SHEET 2 OF 2

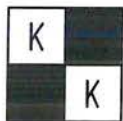
NO SCALE

# SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE & SEAL.



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'



# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK  $S70^{\circ}12'45''W$  FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE  $N22^{\circ}47'15''W$  FOR A DISTANCE OF 50.07 FEET; THENCE  $N70^{\circ}12'45''E$  FOR A DISTANCE OF 400.55 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID RIGHT-OF-WAY LINE,  $S22^{\circ}47'15''E$  FOR A DISTANCE OF 50.07 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.46 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING  $S22^{\circ}47'15''E$ , AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

## LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS  
R/W = RIGHT OF WAY  
PG/P = PAGE  
ORB = OFFICIAL RECORDS BOOK  
P.I.D. = PROPERTY IDENTIFICATION  
(COUNTY FOLIO) NUMBER

**Kenneth J  
Kuhar**

Digitally signed by  
Kenneth J Kuhar  
Date: 2017.03.17  
15:14:20 -04'00'

KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

NO SCALE

EXHIBIT "5"  
[City Land Exchange Property]

Prepared by and return to:  
Catherine D. Reischmann, Esquire  
Brown, Garganese, Weiss & D'Agresta, P.A.  
Post Office Box 2873  
Orlando, Florida 32802-2873  
(407) 425-9566

Parcel ID: \_\_\_\_\_

**SPECIAL WARRANTY DEED (CITY LAND EXCHANGE PROPERTY)**

**THIS SPECIAL WARRANTY DEED** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and between the **City of Palm Coast**, a municipal corporation organized and existing under the laws of the State of Florida ("**Grantor**"), at 160 Lake Ave., Palm Coast, Florida 32164, and **Palm Coast Land, LLC**, a Florida limited liability company ("**Grantee**"), located at 145 City Place, Suite 300, Palm Coast, Florida 32164. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the successors and assigns of corporations.)

**WITNESSETH:** That Grantor, for and consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, and Grantee's heirs, successors and assigns forever, the parcel of land situate, lying and being in the County of Flagler, State of Florida, and more particularly described as follows (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO**

**TOGETHER** with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**SUBJECT TO** reservations, covenants, restrictions, easements of record, which reference hereto shall not operate to reimpose same, and taxes for the current year;

**AND** Grantor, for itself and its successors, hereby covenants with Grantee and Grantee's heirs, successors and assigns that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming, by through or under Grantor only.

**IN WITNESS WHEREOF, GRANTOR** has hereunder set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF PALM COAST, a Florida municipal  
corporation

By: \_\_\_\_\_  
Milissa Holland, Mayor

\_\_\_\_\_  
(signature)

ATTEST:

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_  
Virginia A. Smith, City Clerk  
160 Lake Ave.  
Palm Coast, FL 32164

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
Milissa Holland, Mayor, City of Palm Coast who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.  
Date; November 15, 1995.

Maintenance Yard for Palm Coast Community Service Corp., US Highway No. 1 site.

DESCRIPTION:

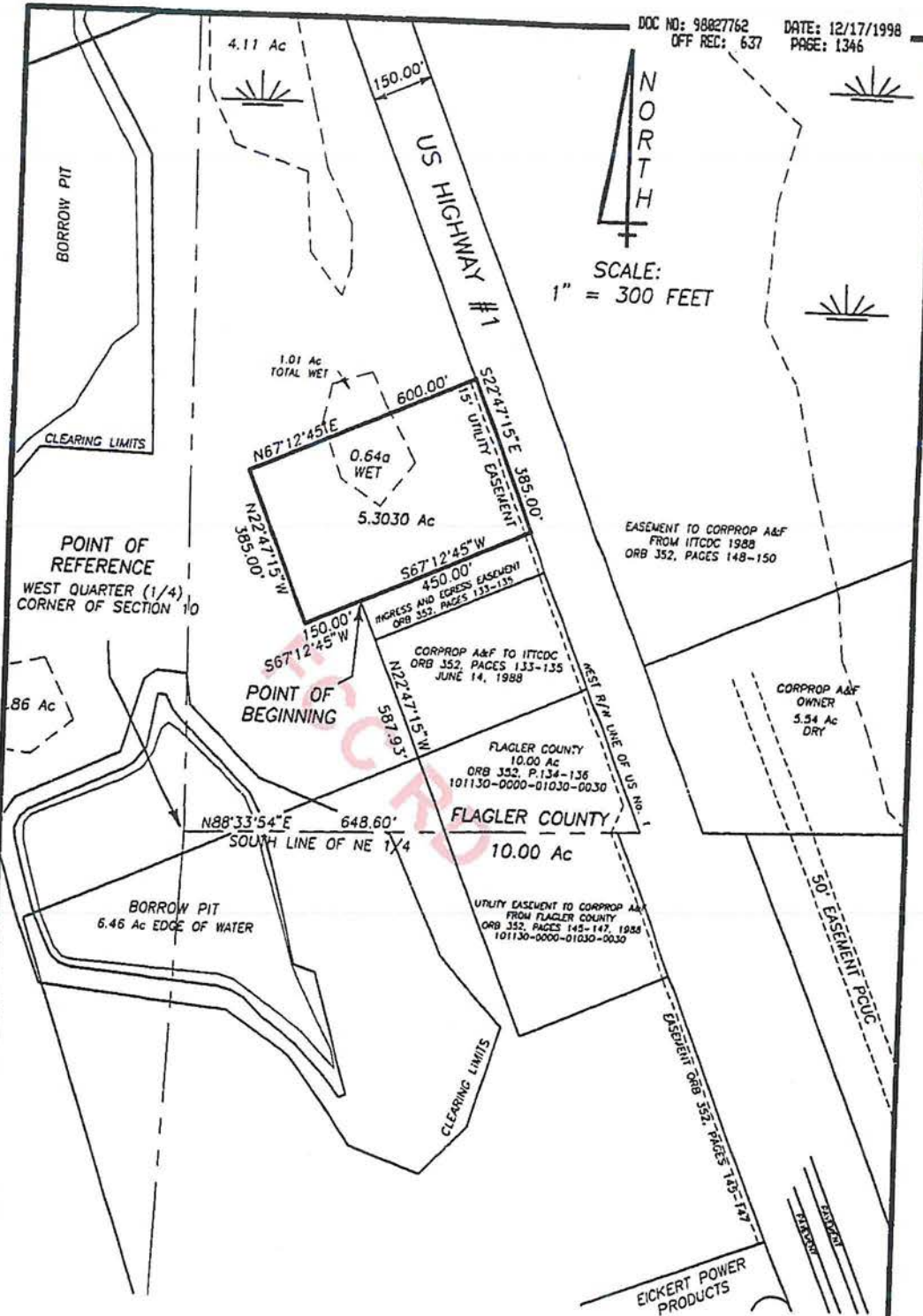
A parcel of land lying West of U.S. Highway No. 1 within Government Section 10, Township 11 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

A POINT OF REFERENCE being the West Quarter (1/4) Corner of Section 10, Township 11 South, Range 30 East, thence North  $88^{\circ}33'54''$  East along the South line of the Northwest Quarter (1/4) of said Section 10 a distance of 648.60 feet to a point on the West boundary line of the Flagler County Maintenance Yard lands recorded in Official Records Book 352, Pages 134 through 136, thence North  $22^{\circ}47'15''$  West along said maintenance yard lands a distance of 587.93 feet to the POINT OF BEGINNING of this description, thence South  $67^{\circ}12'45''$  West a distance of 150.00 feet, thence North  $22^{\circ}47'15''$  West a distance of 385.00 feet, thence North  $67^{\circ}12'45''$  East a distance of 600.00 feet to a point on the westerly right-of-way line of U.S. Highway No. 1 (150'R/W), thence South  $22^{\circ}47'15''$  East along said right-of-way a distance of 385.00 feet to a point being the northeast corner of an existing ingress and egress easement as recorded in Official Records Book 352, Pages 133 through 135, thence South  $67^{\circ}12'45''$  West along the northerly line of said easement a distance of 450.00 feet to the POINT OF BEGINNING. Parcel containing 5.3030 acres more or less.

Reserving an easement for utilities and the maintenance thereof being the easterly fifteen (15) feet of the afore described parcel.

The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of the Northwest Quarter (1/4) of Government Section 10, Township 11 South, Range 30 East, being North  $88^{\circ}33'54''$  East.

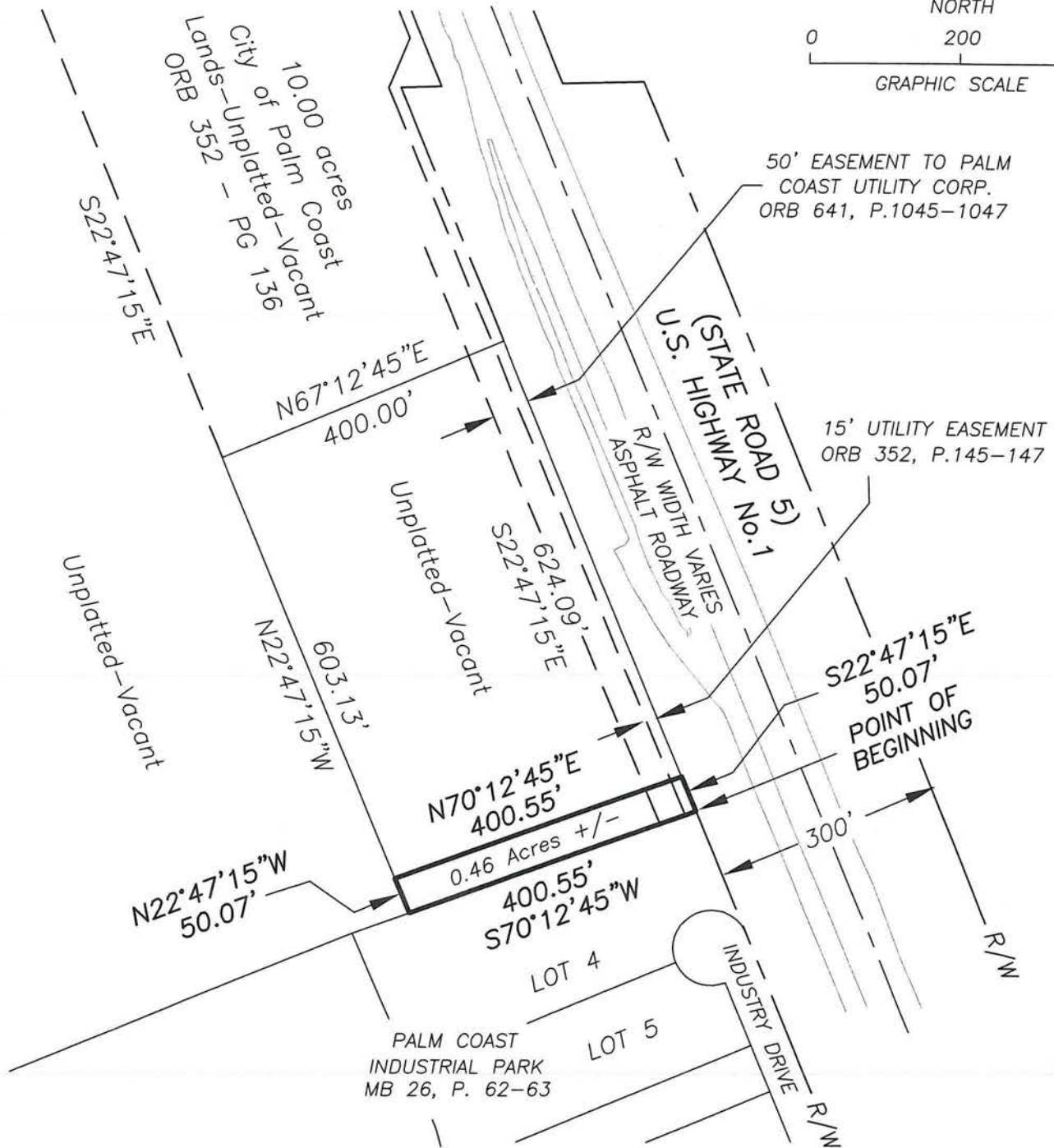
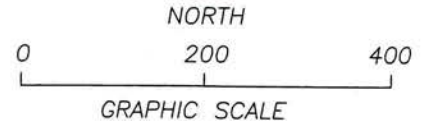


**SKETCH OF LEGAL DESCRIPTION**

PARCEL FOR PALM COAST COMMUNITY SERVICE CORP,  
LYING WITHIN GOVERNMENT SECTION 10,  
TOWNSHIP 11 SOUTH, RANGE 30 EAST,  
FLAGLER COUNTY, FLORIDA.

# SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE & SEAL.



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'

# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK  $S70^{\circ}12'45''W$  FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE  $N22^{\circ}47'15''W$  FOR A DISTANCE OF 50.07 FEET; THENCE  $N70^{\circ}12'45''E$  FOR A DISTANCE OF 400.55 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE ALONG SAID RIGHT-OF-WAY LINE,  $S22^{\circ}47'15''E$  FOR A DISTANCE OF 50.07 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 0.46 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING  $S22^{\circ}47'15''E$ , AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

## LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS  
R/W = RIGHT OF WAY  
PG/P = PAGE  
ORB = OFFICIAL RECORDS BOOK  
P.I.D. = PROPERTY IDENTIFICATION  
(COUNTY FOLIO) NUMBER

**Kenneth J  
Kuhar**

Digitally signed by  
Kenneth J Kuhar  
Date: 2017.03.17  
15:14:20 -04'00'

KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

NO SCALE

**EXHIBIT "7"**

**AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

The undersigned is the Manager/President of PALM COAST LAND, LLC, a Florida limited liability company, the legal title holder of the real property described on the attached Exhibit "7-1"; and *(select appropriate option below)*:

*(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "7-1" however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

*(check if applicable)* – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[SIGNATURE ON FOLLOWING PAGE]



WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

By: \_\_\_\_\_  
William I. Livingston, Manager/President

STATE OF \_\_\_\_\_

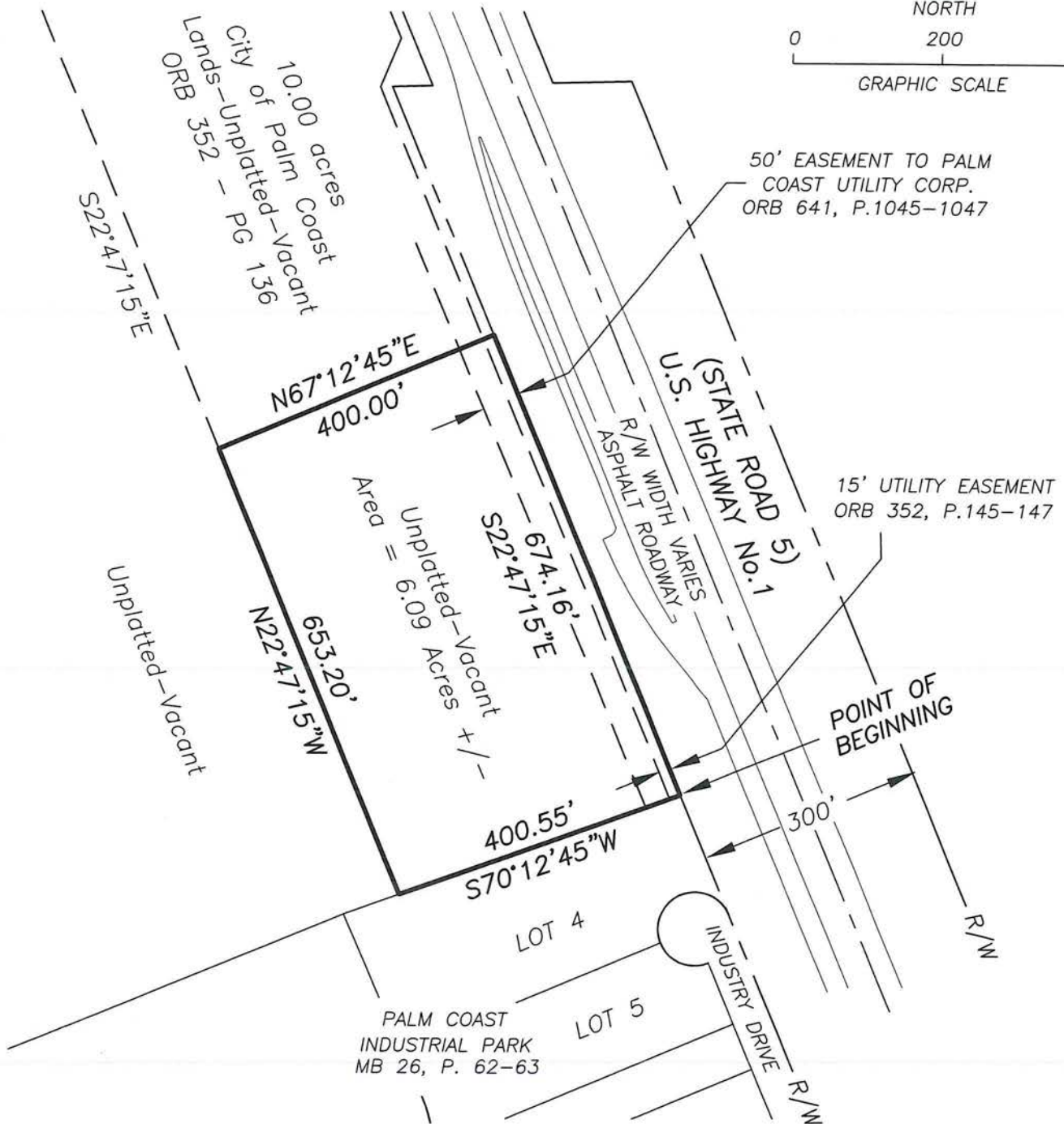
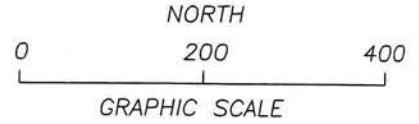
COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by William I. Livingston, Manager/President of PALM COAST LAND, LLC, a Florida limited liability company, (check one)  who is personally known to me or  who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

# SKETCH & DESCRIPTION

NOT A BOUNDARY SURVEY



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, LEGEND, SIGNATURE & SEAL.



LB #7991

## KUHAR SURVEYING & MAPPING, LLC

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051

info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 1 OF 2

1" = 200'

# SKETCH & DESCRIPTION

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) A VARIABLE WIDTH RIGHT-OF-WAY, IN GOVERNMENT SECTION 10, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY-MOST CORNER OF PALM COAST INDUSTRIAL PARK AS RECORDED IN MAP BOOK 26, PAGES 62-63 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE NORTHERLY LINE OF SAID PALM COAST INDUSTRIAL PARK  $S70^{\circ}12'45''W$  FOR A DISTANCE OF 400.55 FEET; THENCE DEPARTING SAID NORTHERLY LINE  $N22^{\circ}47'15''W$  FOR A DISTANCE OF 653.20 FEET TO THE SOUTHERLY LINE OF CITY OF PALM COAST LANDS PER OFFICIAL RECORDS BOOK 352, PAGE 136 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE  $N67^{\circ}12'45''E$  FOR A DISTANCE OF 400.00 FEET TO THE AFOREMENTIONED RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID RIGHT-OF-WAY LINE,  $S22^{\circ}47'15''E$  FOR A DISTANCE OF 674.16 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.09 ACRES, MORE OR LESS.

## SURVEYOR'S NOTES:

1. BASIS OF BEARINGS; ASSUMED, WITH THE WESTERLY R/W LINE OF U.S. HIGHWAY #1 BEING  $S22^{\circ}47'15''E$ , AS SHOWN HEREON.
2. THERE MAY BE EASEMENTS AND OTHER ITEMS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS (NO TITLE WORK PROVIDED).
3. NO UNDERGROUND LOCATIONS (UTILITIES, FOUNDATIONS, ETC) SHOWN HEREON.
4. INDIVIDUAL TREES, TOPOGRAPHY AND WETLANDS (IF ANY) NOT LOCATED OR SHOWN HEREON.
5. LEGAL DESCRIPTION WRITTEN BY THE UNDERSIGNED.
6. THIS SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE & RAISED SEAL (OR ELECTRONIC SIGNATURE) OF A PROFESSIONAL SURVEYOR & MAPPER PER FLORIDA ADMINISTRATIVE CODE.
7. THIS IS NOT A BOUNDARY SURVEY. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED TO DEPICT A FIELD SURVEY.

I HEREBY CERTIFY THAT THIS SKETCH MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PER CHAPTER 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

## LEGEND/ABBREVIATIONS

LB = LICENSED BUSINESS  
R/W = RIGHT OF WAY  
PG/P = PAGE  
ORB = OFFICIAL RECORDS BOOK  
P.I.D. = PROPERTY IDENTIFICATION  
(COUNTY FOLIO) NUMBER

**Kenneth J  
Kuhar**

Digitally signed by  
Kenneth J Kuhar

Date: 2017.03.17  
14:55:12 -04'00'

KENNETH J. KUHAR  
FLORIDA PROFESSIONAL SURVEYOR/MAPPER #6105



LB #7991

**KUHAR SURVEYING & MAPPING, LLC**

112 OCEAN GROVE DRIVE, ORMOND BEACH, FLORIDA 32176

Phone: 386-295-8051 info@kuharsurveying.com

SKETCH & DESCRIPTION

DATE: 3/1/2017

SHEET 2 OF 2

NO SCALE